

EXHIBIT A

PRIVATE AGREEMENT

SALE OF ARTWORK

BY and BETWEEN

- AUGUST URIBE, URIBE FINE ART, LLC, address [REDACTED] Pawling, NY 12564, EIN [REDACTED] hereinafter referred to as the **SELLER** of the Artwork hereinafter fully described (art.3)
- AND**
- The company DARTMILANO S.R.L., with registered office in Milan, Via Goldoni 1, VAT no. [REDACTED], REA (Register of companies) no. MI-2592077, in the person of its legal representative Mr. Lanza Pier Giulio, born on [REDACTED] in Milan, residing in Milan, [REDACTED], tax code [REDACTED], hereinafter referred to as **DART**

RECITALS

- WHEREAS, DARTMILANO S.R.L., which hereby states it is in possession of all the authorizations and requirements of law to carry out its activities;
- WHEREAS, it is in the interest of the Seller to enhance the Artwork better identified below and then to sell it
- WHEREAS, DARTMILANO SRL is interested in purchasing directly the Artwork described below and attached hereto a in the manner and under the terms described below.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

Art. 1) SUBJECT OF THE AGREEMENT

The following activities are the subject of this Agreement

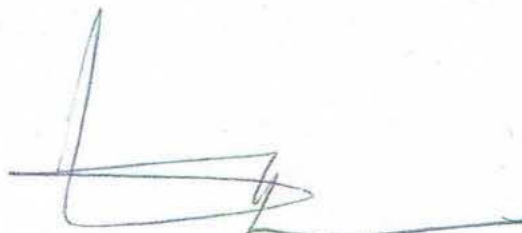
- HANDLING and STORAGE;
- PURCHASE of the Artwork by DARTMILANO SRL.

Art. 2) HANDLING AND STORAGE

The Artwork — better identified as follows — must be transported within August 25th by Fracassi Worldwide Shipping and hold under your name in his facility at: Aiston Fine Art, 45-21 37th Street, Long Island City, NY 11101, which is a suitable space for the custody and preservation of the Artwork. The Artwork will always be insured in favor of the Seller until the Purchase and Sale of the Artwork is completed and paid in full.

Art. 3) ARTWORK DESCRIPTION AND PRICES

Summary Description of the Artwork:



Artist/Date: [REDACTED]
Title/Subject: [REDACTED]
Media/Dimensions: [REDACTED]
Literature: [REDACTED]
[REDACTED]
[REDACTED]

Price:

The Seller has full availability and title to sign this Private Agreement and undertakes to hand over at the signing of the contract the necessary documents of the Artwork, the Free Circulation certificate (when needed) or an equivalent certificate guaranteeing free movement of the work, and the certificate of ownership to the balance of the payment.

The Seller hereby declares that the Artwork is not burdened by foreclosures, seizures, liens, guarantees, charges or constraints of any kind and that it is not involved in litigation of any kind, both judicial and extrajudicial.

Art. 4) PRICE AND METHOD OF PAYMENT

The selling price is agreed in [REDACTED] shall be paid to the Seller by bank transfer to the following bank details:

Chase Manhattan Bank, account n. [REDACTED]

beneficiary name: Uribe Fine Art

as follows:

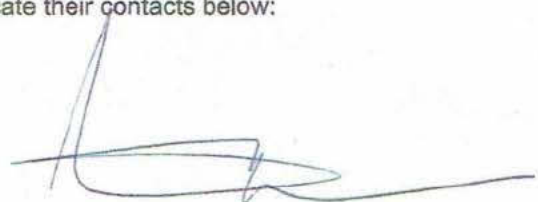
- USD [REDACTED] as down payment within September 1st, 2021.
- USD [REDACTED] as balance within November 22nd, 2021.
- The Seller will remain the legitimate and sole owner of the Artwork until the crediting of the balance amount as indicated above. In any case and for any reason DART should fail to pay the deposit or the balance within the aforementioned terms, with a tolerance of 15 working days from the terms, the Seller shall be entitled to regain possession of the Artwork at any time, without the need for any judicial title and without notice, legitimately retaining the deposit, if already received, which shall not be returned. Even in this case, the costs for the withdrawal of the Artwork will be borne by DART.

Art.5) AMENDMENTS OR INTEGRATIONS

Any amendment and/or integration to this agreement must be expressly agreed in writing and with the exact indication of the clause to be amended and/or supplemented.

For any further written communication, the Parties will indicate their contacts below:

(i) August O. Uribe E-mail: august@uribefineart.com



(i) DARTMILANO SRL E-mail: pg@dartmilano.it

Art. 7) GOVERNING LAW

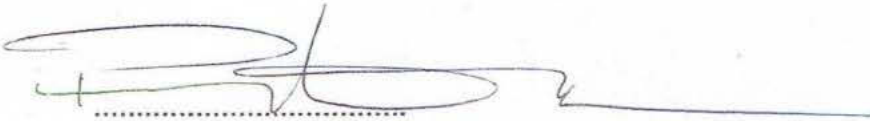
For anything not agreed and / or expressly waived in this agreement shall refer to the provisions of applicable law. Any dispute arising from this agreement, including those relating to its validity, interpretation, execution and termination, will be under the jurisdiction of the International Commercial Chamber of New York.

Art. 8) SIGNATURES AND ACCEPTANCES

a) The parties, in accordance with the laws in force, hereby declare to accept the digital signatures that will be made to this agreement.

b) The Parties will have the faculty to notarize this contract in Italy or abroad, should there be the intention to do so.

Milano/New York, the 19 of August 2021



DARTMILANO SRL
Pier Giulio Lanza
Sole Director



August O. Uribe
Uribe Fine Art LLC